

**EXHIBIT 9**



## GOVERNMENT OF PUERTO RICO

### Puerto Rico Fiscal Agency and Financial Advisory Authority

#### Municipal Secondary Market Disclosure Information Cover Sheet

Municipal Securities Rulemaking Board (MSRB)

Electronic Municipal Market Access System (EMMA)

#### Additional / Voluntary Event-Based Disclosure

**THIS FILING RELATES TO ALL OR SEVERAL SECURITIES ISSUED BY THE ISSUER, OR ALL OR SEVERAL SECURITIES OF A SPECIFIC CREDITOR:**

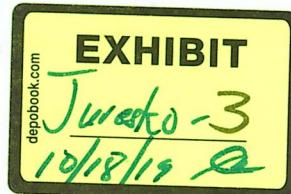
Issuer's Name: Puerto Rico Electric Power Authority (PREPA)

Other Obligated Person's Name (if any): \_\_\_\_\_

Six-digit CUSIP number(s): 745268 and 74526Q

#### TYPE OF INFORMATION PROVIDED:

- A.  Amendment to Continuing Disclosure Undertaking
- B.  Change in Obligated Person
- C.  Notice to Investor Pursuant to Bond Documents
- D.  Communication from the Internal Revenue Service
- E.  Bid for Auction Rate and Other Securities
- F.  Capital or Other Financing Plan
- G.  Litigation / Enforcement Action
- H.  Change of Tender Agent, Remarketing Agent or Other On-going Party
- I.  Derivative or Other Similar Transaction
- J.  Other Event-Based Disclosures: Amendment to Restructuring Support Agreement



I represent that I am authorized by the issuer, obligor or its agent to distribute this information publicly.

/s/ Iván Garau González

Iván Garau González  
Puerto Rico Fiscal Agency and Financial Advisory Authority,  
as Fiscal Agent for the Commonwealth

Dated: September 9, 2019

PUERTO RICO ELECTRIC POWER AUTHORITY

NOTICE OF VOLUNTARY FILING

As previously disclosed, on May 3, 2019, (i) the Puerto Rico Electric Power Authority (“PREPA”), (ii) the Puerto Rico Fiscal Agency and Financial Advisory Authority (“AAFAF”), (iii) the Financial Oversight and Management Board for Puerto Rico (“FOMB”), (iv) the members of the Ad Hoc Group of PREPA Bondholders (the “Ad Hoc Group”), and (v) Assured Guaranty Corp. and Assured Guaranty Municipal Corp. (“Assured”), entered into a Definitive Restructuring Support Agreement (together with the annexes, exhibits and schedules attached thereto, the “Agreement”).

On September 9, 2019, FOMB, PREPA, AAFAF, and the Super Majority Holders under the Agreement agreed, pursuant to Section 13 of the Agreement, to an amendment to the Agreement (the “Amendment”) to, among other things to permit Syncora Guarantee Inc. (“Syncora”) and National Public Finance Guarantee Corporation (“National”) to become parties to the Agreement and the terms under which National and Syncora agreed to join the Agreement. Each undefined capitalized term used herein shall have the meaning given to it in the Agreement, as amended by the Amendment.

A copy of the Amendment is attached as Exhibit A. Pursuant to the Amendment, the Agreement is amended (a) to add National and Syncora on the terms set forth therein, (b) to delete the stricken text and to add the double-underlined text as set forth in the pages of Schedule 1 attached to the Amendment, and (c) to delete the stricken text and to add the double-underlined text of the Agreement (Recovery Plan Term Sheet) (but not its annexes and schedules) as set forth in the pages of Schedule 2 attached to the Amendment. Schedule 3 to the Amendment provides a clean compiled copy of the Agreement reflecting all amendments.

Parties that were party to the Agreement or previously executed Joinders to the Agreement continue to be parties to the Agreement, as amended by the Amendment, and need not take any further action.

PUERTO RICO ELECTRIC POWER AUTHORITY

Dated: September 9, 2019

## Exhibit A

## RSA Amendment

### **AMENDMENT NO. 3 TO DEFINITIVE RESTRUCTURING AGREEMENT**

This Amendment No. 3, dated as of September 9, 2019 (this “**Amendment**”), to Definitive Restructuring Support Agreement (the “**Agreement**”), dated as of May 3, 2019, entered into by and among: (i) the Puerto Rico Electric Power Authority (“**PREPA**”), (ii) the Puerto Rico Fiscal Agency and Financial Advisory Authority (“**AAFAF**”), (iii) the Financial Oversight and Management Board for Puerto Rico (“**FOMB**”), (iv) the members of the Ad Hoc Group, and (v) Assured Guaranty Corp. and Assured Guaranty Municipal Corp. (collectively, “**Assured**”) is entered into by and among: (i) PREPA, (ii) AAFAF, (iii) FOMB, (iv) the Super Majority Holders, (v) Syncora Guarantee Inc. (“**Syncora**”), and (vi) National Public Finance Guarantee Corporation (“**National**”). Each undefined capitalized term used herein shall have the meaning given to it in the Agreement (as defined below) as amended by this Amendment.

**WHEREAS**, PREPA, AAFAF, FOMB, the Ad Hoc Group Members, and Assured entered into the Definitive Restructuring Support Agreement, providing for, among other things, the principal terms of a proposed restructuring of the Uninsured Bonds and the Bonds insured or beneficially owned by Assured.

**WHEREAS**, various other Uninsured Supporting Holders have joined the Agreement since its original execution.

**WHEREAS**, as of the date hereof, the total principal amount of Bonds that are beneficially owned or that are insured by Syncora under the Bond Insurance Agreements is \$ [REDACTED].

**WHEREAS**, as of the date hereof, the total principal amount of Bonds that are beneficially owned or that are insured by National under the Bond Insurance Agreements is \$ [REDACTED].

**WHEREAS**, the Government Parties, the Super Majority Holders, National, and Syncora have engaged in good faith, arms-length negotiations regarding the addition of Syncora and National each as a party to the Agreement and the principal terms of a proposed restructuring of the Bonds insured or beneficially owned by Syncora and National, all as set forth in this Amendment.

**WHEREAS**, the Super Majority Holders and other Required Parties consent to this Amendment.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of legally binding all Parties, it is agreed as follows:

1. Amendments.

(a) The Agreement is hereby amended to add National and Syncora as Parties to the Agreement on the terms set forth herein.

(b) The Agreement is hereby further amended to delete the stricken text and to add the double-underlined text as set forth in the pages of Schedule 1 attached hereto.

(c) Exhibit C to the Agreement (*Recovery Plan Term Sheet*) (but not its annexes and schedules) is hereby amended to delete the stricken text and to add the double-underlined text as set forth in the pages of Schedule 2 attached hereto.

(d) For purposes of the Agreement, Assured's signature page to the Agreement is amended to replace the amount of Uninsured Bonds beneficially owned by Assured from \$ [REDACTED] to \$ [REDACTED].

2. Clean Compiled Copy of Agreement. For convenience of reference, a clean copy of the Agreement, as amended by Section 1 of this Amendment, including all annexes, exhibits, appendixes and schedules thereto, is attached as Schedule 3 hereto.

3. Effectiveness. This Amendment shall become effective as of the date (the "**Amendment Effective Date**") on which the Government Parties, the Super Majority Holders, Assured, National, and Syncora shall have duly executed and delivered a counterpart of this Amendment. On or after the Amendment Effective Date, each reference in the Agreement to "this Agreement," "Definitive RSA," "hereunder," "hereof," "herein," or words of like import referring to the Agreement shall mean and be a reference to the Agreement, as amended by this Amendment. Except as expressly amended by this Amendment, the provisions of the Agreement are and shall remain in full force and effect.

4. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) THIS AMENDMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT THAT, WITH RESPECT TO THE EXISTENCE, POWERS, LEGAL CAPACITY, AND AUTHORITY OF (I) EACH OF AAFAF AND PREPA, THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PUERTO RICO, EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF, AND (II) AS TO FOMB, THIS AMENDMENT SHALL BE GOVERNED BY PROMESA. Each Party agrees that it shall bring any action or proceeding with respect to any claim arising out of or related to this Amendment in the Chosen Court, and solely in connection with claims arising under this Amendment: (a) irrevocably submits to the exclusive jurisdiction of the Chosen Court; (b) waives any objection to laying venue in any such action or proceeding in the Chosen Court; and (c) waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any Party hereto or constitutional

authority to finally adjudicate the matter. The Government Parties submit to the jurisdiction of the Chosen Court and irrevocably waive any immunity from suit in the Chosen Court that they may have for any action or proceeding arising out of or relating to this Amendment.

- (b) Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Amendment (whether based on contract, tort or any other theory).
- (c) The rights and obligations of the Parties under this Amendment shall be binding and enforceable against the Parties, and, to the extent necessary, the Government Parties consent for purposes of section 305 of PROMESA to such enforcement by the Chosen Court.

5. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Amendment delivered by PDF shall be deemed to be an original for the purposes of this paragraph.

6. Entire Agreement. The Agreement, as amended by this Amendment, and the May 2019 Technical Clarification concerning the CUSIP Reassignment process referenced therein, constitute the entire agreement among the Parties regarding the subject matter hereof and supersede any prior agreements, including any deemed agreements, among the Parties regarding the subject matter hereof.

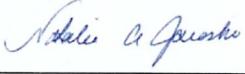
7. Notice of Amendment. Notice of this Amendment, including a copy thereof, shall be promptly posted on EMMA by the Government Parties within one (1) Business Day of the Amendment Effective Date.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Financial Oversight and Management Board for  
Puerto Rico

By:

  
\_\_\_\_\_  
Name: Natalie A. Jaresko  
Title: Executive Director

[Signature Page to RSA]

Puerto Rico Electric Power Authority

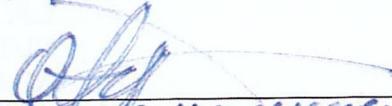
By: 

Name: José F. Ortiz Vázquez  
Title: Chief Executive Officer

[Signature Page to RSA]

Puerto Rico Fiscal Agency and Financial Advisory  
Authority

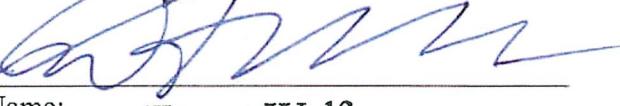
By:

  
Name: OMAR M. ARIAS  
Title: Executive Director

[Signature Page to RSA]

AG MM, L.P.  
AG CAPITAL RECOVERY PARTNERS VIII, L.P.  
AG CORPORATE CREDIT OPPORTUNITIES FUND,  
L.P.  
NUTMEG PARTNERS, L.P.  
AG CENTRE STREET PARTNERSHIP, L.P.  
AG SUPER FUND MASTER, L.P.

By: Angelo, Gordon & Co., L.P., as manager or advisor

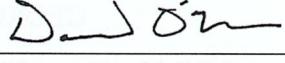
By: 

Name: **D. Forest Wolfe**  
Title: **General Counsel**

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially owned by accounts for which Supporting Holder has investment management responsibility, which it would be entitled to vote on in a plan solicitation: [REDACTED]

BLUEMOUNTAIN GUADALUPE PEAK FUND L.P.  
BLUEMOUNTAIN FOINAVEN MASTER FUND L.P.  
BLUEMOUNTAIN CREDIT OPPORTUNITIES  
MASTER FUND I L.P.  
BLUEMOUNTAIN KICKING HORSE FUND L.P.  
BLUEMOUNTAIN FURSAN FUND L.P.  
BLUEMOUNTAIN TIMBERLINE LTD.  
BLUE MOUNTAIN CREDIT ALTERNATIVES  
MASTER FUND L.P.  
BLUEMOUNTAIN MONTENVERS MASTER FUND  
SCA SICAV-SIF  
BLUEMOUNTAIN LOGAN OPPORTUNITIES  
MASTER FUND L.P.  
BLUEMOUNTAIN SUMMIT TRADING L.P.

By: BLUEMOUNTAIN CAPITAL MANAGEMENT,  
LLC, ITS INVESTMENT MANAGER

By:   
Name: David O'Mara  
Title: Deputy General Counsel

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially owned by accounts for which Supporting Holder has investment management responsibility, which it would be entitled to vote on in a plan solicitation: 

FRANKLIN ADVISERS, INC. on behalf of the  
following funds:

CALIFORNIA INTERMEDIATE TERM TAX  
FREE INCOME FUND

CALIFORNIA HIGH YIELD MUNICIPAL BOND  
FUND

TENNEESEE MUNICIPAL BOND FUND

CALIFORNIA TAX FREE INCOME FUND

NEW YORK TAX FREE INCOME FUND

FEDERAL TAX FREE INCOME FUND

COLORADO TAX FREE INCOME FUND

GEORGIA TAX FREE INCOME FUND

PENNSYLVANIA TAX FREE INCOME FUND

HIGH YIELD TAX FREE INCOME FUND

MISSOURI TAX FREE INCOME FUND

OREGON TAX FREE INCOME FUND

VIRGINIA TAX FREE INCOME FUND

FLORIDA TAX FREE INCOME FUND

LOUISIANA TAX FREE INCOME FUND

MARYLAND TAX FREE INCOME FUND

NORTH CAROLINA TAX FREE INCOME  
FUND

NEW JERSEY TAX FREE INCOME FUND

FRANKLIN STRATEGIC INCOME FUND –  
CANADA

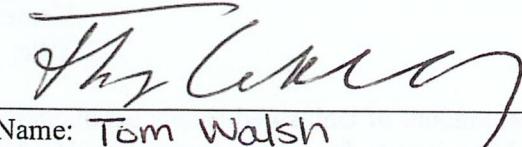
FTIF- FRANKLIN STRATEGIC INCOME FUND

[Signature Page to RSA]

FSS-FRANKLIN STRATEGIC INCOME FUND

FTVIP – FRANKLIN STRATEGIC INCOME VIP  
FUND

FIST-FRANKLIN TOTAL RETURN FUND

By: 

Name: Tom Walsh

Title: SVP

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially owned by accounts for which Supporting Holder has investment management responsibility, which it would be entitled to vote on in a plan solicitation: [REDACTED]

GOLDENTREE ASSET MANAGEMENT LP, on  
behalf of all funds and accounts holding Uninsured  
Bonds (now and hereafter) for which it serves as  
investment advisor

By: 

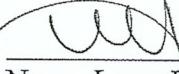
Name: *Sasha Linnay*  
Title: *Associate General Counsel*

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially  
owned by accounts for which Supporting Holder has investment management responsibility,  
which it would be entitled to vote on in a plan solicitation: 

KNIGHTHEAD (NY) FUND, L.P.

By: Knighthead Capital Management, LLC, its  
Investment Advisor

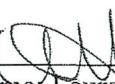
By:

  
Name: Laura L. Torrado  
Title: Authorized Signatory

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially owned by accounts for which Supporting Holder has investment management responsibility, which it would be entitled to vote on in a plan solicitation: [REDACTED]

KNIGHTHEAD ANNUITY & LIFE ASSURANCE  
COMPANY

By: Knighthead Capital Management, LLC, its  
Investment Advisor

By:   
Name: Laura L. Torrado  
Title: Authorized Signatory

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially owned by accounts for which Supporting Holder has investment management responsibility, which it would be entitled to vote on in a plan solicitation: [REDACTED]

[Signature Page to RSA]

KNIGHTHEAD MASTER FUND, L.P.

By: Knighthead Capital Management, LLC, its  
Investment Advisor

By:



Name: Laura L. Torrado  
Title: Authorized Signatory

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially owned by accounts for which Supporting Holder has investment management responsibility, which it would be entitled to vote on in a plan solicitation: [REDACTED]

Silver Point Capital Fund, L.P.  
Silver Point Capital Offshore Master Fund, L.P.

By: Silver Point Capital, L.P., Its Investment Manager

By: David Steinmetz  
Name: David Steinmetz  
Title: Authorized Signatory

Principal amount of Uninsured Bonds beneficially owned by Supporting Holder, or beneficially owned by accounts for which Supporting Holder has investment management responsibility, which it would be entitled to vote on in a plan solicitation: [REDACTED]

\*Principal amount stipulated above represents our trade-date position. Our settle-date position amounts to: [REDACTED]

[Signature Page to RSA]

Assured Guaranty Corp. and Assured Guaranty  
Municipal Corp.

By:



Name: Holly Horn

Title: Senior Managing Director

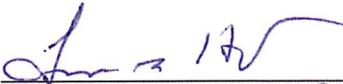
Principal amount of Uninsured Bonds beneficially owned by Assured, which it would be entitled to vote on in a plan solicitation: \$ [REDACTED]<sup>1</sup>.

Principal amount of Assured Insured Bonds: \$ [REDACTED].

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<sup>1</sup> This figure includes principal amounts paid by Assured under its Bond Insurance Agreements on account of matured Assured Insured Bonds. Pursuant to the Bond Insurance Agreements, Assured has become subrogated to the holders of such matured Assured Insured Bonds.

Syncora Guarantee Inc.

By: 

Name: FREDERICK B. HWANG

Title: CEO + PRESIDENT

Principal amount of Uninsured Bonds beneficially owned by Syncora, which it would be entitled to vote on in a plan solicitation: \$ [REDACTED]<sup>1</sup>

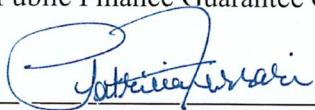
Principal amount of Syncora Insured Bonds: \$ [REDACTED]

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<sup>1</sup> This figure includes principal amounts paid by Syncora under its Bond Insurance Agreements on account of matured Syncora Insured Bonds. Pursuant to the Bond Insurance Agreements, Syncora has become subrogated to the holders of such matured Syncora Insured Bonds.

National Public Finance Guarantee Corporation

By:



Name: Patricia Ferrari

Title: Managing Director

Principal amount of Uninsured Bonds beneficially owned by National, which it would be entitled to vote on in a plan solicitation: \$ [REDACTED]<sup>1</sup>

Principal amount of National Insured Bonds: \$ [REDACTED]

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<sup>1</sup> This figure includes principal amounts paid by National under its Bond Insurance Agreements on account of matured National Insured Bonds. Pursuant to the Bond Insurance Agreements, National has become subrogated to the holders of such matured National Insured Bonds.

**Schedule 1**

**CONFORMED DEFINITIVE RESTRUCTURING SUPPORT AGREEMENT**  
**INCORPORATING AMENDMENTS THROUGH SEPTEMBER 9, 2019**

**DEFINITIVE RESTRUCTURING SUPPORT AGREEMENT**

This Definitive Restructuring Support Agreement (together with the annexes, exhibits and schedules attached hereto, as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this “**Agreement**” or the “**Definitive RSA**”), dated as of May 3, 2019, is entered into by and among: (i) the Puerto Rico Electric Power Authority (“**PREPA**”), (ii) the Puerto Rico Fiscal Agency and Financial Advisory Authority (“**AAFAF**”), (iii) the Financial Oversight and Management Board for Puerto Rico (“**FOMB**”), (iv) the members of the Ad Hoc Group of PREPA Bondholders identified on Annex A hereto, as such members may change from time to time in accordance with Section 6(c)(vii) (collectively, the “**Ad Hoc Group Members**” or the “**Ad Hoc Group**,” and each individually, an “**Ad Hoc Group Member**”), (v) any other persons who beneficially own or control Uninsured Bonds and are party to this Agreement or execute and deliver, or have executed and delivered, a Joinder Agreement in the form of Exhibit A hereto (such persons, together with the Ad Hoc Group Members, the “**Uninsured Supporting Holders**”) ~~and~~, (vi) Assured Guaranty Corp. and Assured Guaranty Municipal Corp. (collectively, “**Assured**” ~~and together with~~), (vii) Syncora Guarantee Inc. (“**Syncora**”), and (viii) National Public Finance Guarantee Corporation (“**National**”). This Agreement refers to the Uninsured Supporting Holders, Assured, National, and Syncora collectively as the “**Supporting Holders**”). ~~This Agreement collectively refers each individually as a “Supporting Holder” and to FOMB, AAFAF, PREPA, and the Supporting Holders collectively as the “Parties” and each individually as a “Party.”~~

WHEREAS, PREPA is the issuer of power revenue bonds and power revenue refunding bonds (together, the “**Bonds**,” and persons who beneficially own or control Bonds, “**Bondholders**”) issued and outstanding pursuant to that certain Trust Agreement, dated as of January 1, 1974, as amended and supplemented (the “**Trust Agreement**”), between PREPA and U.S. Bank National Association (in its capacity as successor trustee, the “**Trustee**”).

WHEREAS, in connection with the issuance of certain of the Bonds (such Bonds, the “**Insured Bonds**”), PREPA entered into various insurance agreements with the Trustee corresponding to insurance policies issued by certain monoline insurers (such monoline insurers, the “**Insurers**”, such insurance policies to which any of such Insurers is currently a party, and the insurance agreements related thereto, collectively, the “**Bond Insurance Agreements**” and, together with the Trust Agreement, the Bonds, the resolutions approving the Bonds, and any other agreements, supplements, amendments, or other documents executed, adopted, or delivered in connection with the issuance or maintenance of the Bonds, the “**Bond Documents**”). Any Bonds that are not Insured Bonds are referred to herein as “**Uninsured Bonds**.”

WHEREAS, the total principal amount of Uninsured Bonds that are beneficially owned by each member of the Ad Hoc Group and each other Supporting Holder as of the date hereof is set forth on their respective signature pages hereto.

**WHEREAS**, as of the date hereof, the total principal amount of Bonds that are beneficially owned or that are insured by Assured under the Bond Insurance Agreements is \$ [REDACTED].

**WHEREAS**, as of the date hereof, the total principal amount of Bonds that are beneficially owned or that are insured by Syncora under the Bond Insurance Agreements is \$ [REDACTED].

**WHEREAS**, as of the date hereof, the total principal amount of Bonds that are beneficially owned or that are insured by National under the Bond Insurance Agreements is \$ [REDACTED].

**WHEREAS**, on June 30, 2016, the Puerto Rico Oversight, Management, and Economic Stability Act was signed into law by the President of the United States (P.L. 114-187, “PROMESA”).

**WHEREAS**, PROMESA created FOMB with certain powers over the finances and restructuring process with respect to the Commonwealth of Puerto Rico and its instrumentalities as provided for in PROMESA, and FOMB has designated PREPA as a Covered Territorial Instrumentality (as defined in PROMESA).

**WHEREAS**, pursuant to Act 2-2017, AAFAF was granted authority over reaching agreements with creditors on any debt issued by any government entity of the Commonwealth of Puerto Rico.

**WHEREAS**, on July 2, 2017, FOMB filed a Title III petition on behalf of PREPA (together with related adversary proceedings, the “**Title III Case**”) in the Title III Court.

**WHEREAS**, FOMB is the representative of PREPA in the Title III Case pursuant to PROMESA section 315(b) with the sole authority to file and seek confirmation of a Plan for PREPA.

**WHEREAS**, the Parties have engaged in good faith, arms-length negotiations regarding the principal terms of a proposed restructuring of the Bonds subject to this Agreement to be implemented in a manner to be mutually agreed upon and as set forth in this Agreement.

**WHEREAS**, FOMB and AAFAF consent to PREPA’s entering into this Agreement and to PREPA exercising its rights under this Agreement (including its rights to terminate this Agreement and/or its right to consent to any waiver or amendment in accordance with the provisions of this Agreement).

**WHEREAS**, on July 30, 2018, certain of the Parties entered into the Preliminary RSA (as defined below), with the intent of entering into this Agreement that shall replace, supersede and terminate any of the obligations and covenants in the Preliminary RSA.

**WHEREAS**, the Parties desire to express to each other their mutual support and commitment with respect to the Restructuring, including matters discussed in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**Section 1      Certain Definitions & Rules of Interpretation.**

(a) **Definitions.** Each undefined capitalized term shall have the meaning given to it in the Bankruptcy Code as incorporated into PROMESA if defined therein. As used in this Definitive RSA, the following terms have the following meanings:

- (i)      **“9019 Order”** means an order approving the 9019 Settlement.
- (ii)     **“9019 Settlement”** has the meaning given to such term in Section 2(b).
- (iii)    **“AAFAF”** has the meaning given to such term in the Preamble.
- (iv)     **“Acceleration Price”** has the meaning given to such term in the Recovery Plan Term Sheet.
- (v)      **“Act 4-2016”** means the Puerto Rico Electric Power Authority Revitalization Act 4-2016, as amended through the date hereof.
- (vi)     **“Adequate Protection Payments”** has the meaning given to such term in Section 2(e)(vii).
- (vii)    **“Ad Hoc Group”** has the meaning given to such term in the Preamble.
- (viii)   **“Ad Hoc Group Member(s)”** has the meaning given to such term in the Preamble.
- (ix)     **“Ad Hoc Group Waiver and Support Fee”** has the meaning given to such term in Section 4(a).
- (x)      **“Additional Definitive Documents”** or **“Additional Definitive Documentation”** means all documents, including agreements, resolutions, instruments, legislation, rules, regulations, opinions, and orders, (other than Definitive Documents) that are necessary or desirable to implement, or otherwise relate to, this Definitive RSA or the Restructuring, including any Plan (including any supplements thereto), qualifying modification, restructuring, or exchange documents, any disclosure statement (including the Disclosure Statement), any order approving such disclosure statement (including the Disclosure Statement Order) and any information materials required pursuant to PROMESA, the Confirmation Order, filings with PREB concerning the Transition Charge, the PREB Order, and shall include any attachments, exhibits, schedules, or other addendums to such documents, and any documents ancillary to such documents.

(xi) “**Administrative Claim**” has the meaning given to such term in Section 2(d)(iii).

(xii) “**Administrative Claim Commencement**” means (a) May 1, 2019 for (x) Assured Insured Bonds, Syncora Insured Bonds, and National Insured Bonds, (y) Uninsured Bonds that are subject to this Definitive RSA ~~within twenty-one (21) days from the date of this Agreement~~ on or prior to 5:00 p.m. (ET) on May 31, 2019 and Uninsured Bonds that are beneficially owned by Syncora, National, and Assured as identified on their respective signature pages hereto, and (z) for purposes of Administrative Claims accruing on Waiver and Support Fees, (b) ~~the date of entry of the 9019 Order for Uninsured Bonds that become subject to the Definitive RSA between the date that is twenty-one (21) days from the date of this Agreement and the date of entry of the 9019 Order~~, (c) September 1, 2019 for Uninsured Bonds ~~made that become~~ subject to this ~~Definitive RSA after the date of entry of the 9019 Order~~ Agreement after 5:00 p.m. (ET) on May 31, 2019 and prior to ~~September~~ 5:00 p.m. (ET) on December 1, 2019, and (d) the first day of the month after the end of any Joinder Period for Uninsured Bonds made subject to this ~~Definitive RSA~~ Agreement during such Joinder Period; provided that if the Settlement Motion is denied or reversed on appeal and a Stipulated Treatment Termination results, no Administrative Claim shall have accrued.

(xiii) “**Agreement**” has the meaning given to such term in the Preamble.

(xiv) “**Allowed Claim**” has the meaning given to such term in Section 2(c)(i).

(xv) “**Applicable Bond Claim**” means, in respect of any Bond, the principal amount of such Bond plus interest accrual at the contract rate through May 1, 2019.

(xvi) “**Assured**” has the meaning given to such term in the Preamble.

(xvii) “**Assured Acceleration Price Payment Option**” has the meaning given to such term in the Recovery Plan Term Sheet.

(xviii) “**Assured Bondholder Elections**” has the meaning given to such term in the Recovery Plan Term Sheet.

(xix) “**Assured Election**” has the meaning given to such term in the Recovery Plan Term Sheet.

(xx) “**Assured Insurance Policies**” has the meaning given to such term in the Recovery Plan Term Sheet.

(xxi) “**Assured Insured Bonds**” means the Bonds insured by Assured other than Bonds insured by Assured on a secondary basis (the